Department of Executive Services Finance and Business Operations Division Procurement and Contract Services Section 206-684-1681 TTY Relay: 711

REQUEST FOR PROPOSAL

DATE ADVERTISED: April 26, 2004

RFP Title: Electronic Document Management System

Requesting Dept./ Div.: King County Sheriff's Office

RFP Number: 132-04RLD

Due Date: May 20, 2004 - no later than 2:00 P.M.

Buyer: Roy L. Dodman roy.dodman@metrokc.gov, (206) 263-4266

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, May 11, 2004, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

King County Procurement Services Section Exchange Building, 8th Floor 821 Second Avenue Seattle, WA 98104-1598

> Office Hours - 8:00 a.m. - 5:00 p.m. Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name			
Address		City/State/Zip	Code
Signature	Authorized Representat		
E-mail	Phone		Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding an *Electronic Document Management System* for the *King County Sheriff's Office*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

<u>Submittal</u>: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *eight (8) copies* of the proposal response, data or attachments offered, for *nine (9) items* total. The original in both cases shall be <u>noted</u> or <u>stamped</u> "Original".

<u>Pre-Proposal Conference</u>: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, May 11, 2004, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

<u>Questions</u>: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Wednesday, May 12, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / Secondary – Cathy Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Contractor. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of preprinted brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.

- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Sheriff's Office, all factors considered. King County reserves the right to reject any or all proposals submitted.
- It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. If applicable, this RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Contractor and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer (206) 263-4266 roy.dodman@metrokc.gov

Cathy Betts / Senior Buyer (206) 263-4267 cathy.betts@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement (regarding spare parts, maintenance, and other related items) If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics

Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at http://www.bls.gov/cpi/. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Community & Human Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

R. <u>Electronic Commerce and Correspondence</u>. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://www.metrokc.gov/finance/procurement. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the Contractors submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.

T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," PROPRIETARY" or BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - PROJECT GOAL & OBJECTIVES

1.1 PROJECT GOAL

Establish an Electronic Data Management/Document Imaging System to reduce the amount of time and effort the King County Sheriff's Office Records Unit expends managing critical data, dramatically reducing, if not eliminating the manual printing, filing, retrieving and storage of a majority of King County Sheriff's Office documents.

1.2 PROJECT OBJECTIVES (MEASURABLE)

- a) Allow Records Unit staff and other Public Safety personnel to view electronic documents, maintained in the central electronic files, via a remote workstation.
- b) Integrate the management of such electronic documents with the existing report management system IRIS (a SQL server-based software system).
- c) Import images in XML and PDF format and use OCR to automate many indexing functions. Please refer to the following website for a description of the recommended Justice XML Data Model: http://www.it.ojp.gov/jxdm
- d) Maintain an audit trail of both electronic documents, as well as newly scanned 'paper' documents.
- e) Execute search functions, with non-proprietary query tools

PART 2 – VENDOR RESPONSIBILITIES

- 1) The vendor will recommend and supply a software/hardware system combination capable of scanning, storing and retrieving both paper and electronic documents, conforming to the functional requirements identified.
- 2) The vendor will assist staff in developing the system architecture, as well as provide training and a means for ongoing customer support for that system.
- 3) The following information should be used in identifying what type of software/hardware system combination would best accommodate the King County Sheriff's Office Records Unit's needs. Vendors should apply this data to any cost estimates:
 - a) There are 15 full-time employees/users, equipped with computer workstations capable of accommodating additional software
 - b) The Records Unit processes 175,000 documents annually
 - i) 123,000 are already generated in electronic format, and will need to be converted to an OCR format via automation provided by vendor solution – following the switch over scheduled for January 1, 2005
 - ii) The remaining 52,000 will need to be scanned into the computer system (averaging 200 documents per day)
 - c) All documents must be stored electronically for no less than six years
 - d) Electronic document/index retrievals cannot exceed two seconds, to maintain efficiency

e) The Records Unit will begin integrating the computer system during the 4th quarter of 2004, with full integration expected by 1st quarter 2005. When the changeover occurs, only new incoming documents will be stored in the Electronic Document Management System. No historical data will be switched over.

PART 3 – PRODUCT DELIVERABLES

The vendor must commit to providing the following deliverables, after the contract has been signed (in addition to meeting the all of the mandatory functional requirements outlined in Part 5). Vendor payments will be made relative to %complete of each deliverable outlined within the contract.

- 1) <u>System architecture</u>: will be developed by working with the project manager, project team, and representatives from the KCSO Computer Resource Unit. The approved system architecture will be considered the first deliverable, to be approved by the project manager and customer.
- 2) <u>Software & Hardware Installation:</u> the vendor will accept responsibility for installing both the hardware and software, as well as testing the products to ensure that they perform according to specifications. This will be the second deliverable, to be approved by the project manager and customer.
- 3) <u>User/administrator training program</u>: each user and administrator will receive adequate training in the use of both the hardware and software. This training will occur on-site within the King County Courthouse, Seattle, WA. This will be the third deliverable.
- 4) <u>Support agreement</u>: The vendor must provide and sign a maintenance support agreement to provide five years service, and to have maintenance staff readily available to respond to problems, providing ongoing customer support for the life of the contract. Any continuation of this agreement will be mutually negotiated. This will be the fourth deliverable.

PART 4 - EXECUTIVE SUMMARY, EXISTING SCENARIO

4.1 IRIS (Records Management System developed within KCSO)

A complete records system includes information collection, modification, storage and archiving functions. The information collection process in the KCSO starts with the Communications Center and deputy personnel. The Communications Center's Computer Aided Dispatch (CAD) system is the primary system used to collect information and record basic data relating to an incident or event.

In the course of their duties, many KCSO personnel collect information including deputies, detectives and professional staff. This information is contained in incident reports, follow-up reports, master evidence records, arrest-related records and many other forms and reports. The Incident Reporting and Investigation System (IRIS) is a significant part of KCSO's information collection process and is the primary mechanism for capturing the KCSO's detailed investigative information.

The Records Unit is the official repository of KCSO's records. This includes processing, releasing, storing, and archiving electronic and hard copy records. The electronic document imaging function will enable electronic archiving of all of KCSO's records, whether they are created electronically or from a hard copy format. It also means, that for the first time in history, we will be prepared should a natural or man-made disaster strike the Courthouse and damage or destroy all or part of our records.

Besides being necessary in the event of disaster, many other efficiencies and cost-savings should become apparent as the system is expanded to other areas of the department.

4.2 RECORDS UNIT HISTORY & IRIS INTEGRATION

The King County Sheriff's Office Records Unit, located in Room W150 of the King County Courthouse, is the central repository of KCSO records. Reports taken by deputies, contract city officers, the Communications Section and the Data Unit are all forwarded to the Records Unit for handling. This includes the responsibility for processing, filing, releasing, and disclosing electronic and hard copy records. For a number of years, it has been clear that moving toward a "paperless" department will resolve many problems for the Records Unit and the Sheriff's Office in general.

The King County Records Unit manages the storage and retrieval of over 175,000 documents annually. Approximately 70% (or nearly 123,000) of these documents will be converted from an existing electronic format. The remaining 52,000 will be scanned. The software/hardware system combination must have the capacity to scan and store documents with a minimum six-year retention period. See Exhibits A through F for a brief sampling of some of the types of documents to be imported or scanned into the proposed system. The King County Sheriff's Office must also be able to simply segregate certain documents at the end of each six-year period (hold out of purge) for longer retention.

For the past 20 years, Records staffing level has remained the same. There are actually fewer line workers in 2004 than there were in 1986, as two line positions were upgraded to supervisory positions in order to deal with the increased complexity that technological and legal changes have brought to the unit. In 1986 the ratio of commissioned employees to Records Unit employees was 44 to one — twice what the current ratio is in the metropolitan King County area. Today, each Records specialist must support 57 commissioned employees, while meeting the needs of a growing population in King County and the contract cities who receive service from the Records Unit.

In 1986 the Sheriff's Office recognized the need for a police record management system. For a variety of reasons that need still has not been met. The implementation of a document management system is a step in that direction and will enable the Records Unit to better manage the Sheriff's Office records.

In 2001, the Records Unit replaced their previous report indexing system, Incident Tracking System (ITS) with a system that had been implemented to allow deputies and officer to take on-line reports, Incident Reporting and Investigation System (IRIS). In 2002, the Sheriff's Office implemented "paperlight," the first step toward a paperless organization.

With "paper-light" in place, reports were written, reviewed, approved and routed in electronic form. This procedure has resolved a number of problems for the Sheriff's Office, including the problems related to routing reports taken all over King County and in it's contract cities to a central location. This has also created a burden for the Records Unit, since employees must now handle a new electronic workload (electronic filing, aka e-filing) while continuing to manually file the handwritten or non-IRIS paperwork. In addition, since IRIS does not guarantee a secure environment, back-up copies of all electronically created reports are printed and manually filed post e-filing of the IRIS reports. The implementation of a document management system will abolish the need to print and file back-up hard copies, as well as the need to retrieve and re-file the hard copies, which will bring several efficiencies to the Records Unit.

- Eliminate the need to print and manually file back-up copies of reports.
- Reduce the possibility of misfiling reports.
- Allow multiple users to access the same report concurrently.
- Allow speedier retrieval of documents.
- Allow speedier disclosure of records through virtual redacting and electronic routing via email.
- Eliminate the need to re-file documents that have been pulled for disclosure requests.

- Streamline the archiving process, where certain records are selected for longer retention than
 others
- Eliminate the need to house older year reports in the County Records Center.
- Provide an automated method for disaster recovery, should a natural or man-made disaster occur in the Courthouse. Currently, it is likely that most natural and man-made disasters would destroy our records.
- Realize better customer service due to the other efficiencies listed above.

The benefits and efficiencies do not stop there. As the document management system is expanded to other units and uses within the Sheriff's Office (and perhaps to other agencies, including the Prosecutor's Office and/or the courts), more efficiencies will result.

PART 5 – SYSTEM REQUIREMENTS

5.1 FUNCTIONAL REQUIREMENTS (the vendor will be required to demonstrate, or provide evidence of, each of these functions during the final selection process)

Mandatory:

- The system must be compatible with SQL Server and Microsoft Access the infrastructure supporting IRIS, the King County Sheriff's Office investigative system- as well as other common Microsoft Office products.
- The system must manage both electronic and paper media.
- The system must be capable of indexing using multiple user-defined fields, with a return on record retrieval not to exceed two seconds.
- The system must utilize OCR (Optical Character Recognition) technology where applicable to store, index, and retrieve the scanned documents. The system must permit users to search records within the body of the text where applicable, as well as the index.
- The system must provide clearly defined system administrator rights.
- The system shall allow system administrator to define smart passwords, define user rights, and create user profiles.
- The system must meet King County standards for password security, and employ the existing firewall.
- The system shall have the ability to re-scan documents without disrupting the workflow.
- The system must allow images to be rearranged, augmented, or corrected within security parameters.
- The system must permit authorized users to annotate, redact, stamp or otherwise modify images while maintaining the integrity of the original document.
- The system shall have the ability to enhance viewed images.
- The system must create an audit trail detailing history of a record, and user/viewer history including all attempts to access, alter, revise, delete, print or fax/email records. This requirement must also meet Washington State Imaging Standards.
- The system must be equipped with management tools, allowing administrators to track workload and productivity.
- The system must be expandable, and easily migrate with new computer systems/platforms and such migration will be incorporated within the maintenance agreement.
- The system shall have the ability to provide access for authorized users from remote locations, via the world-wide-web.

- For archiving purposes, documents must be stored in an unalterable, non-proprietary format that meets generally accepted archiving standards.
- The system must have the ability to export images in non-propriety formats.
- The system shall allow the off-site storage of secure backup copies.
- Documents must be easily transferable to microfiche and/or microfilm format, for archiving purposes. Alternatively, microfiche and/or microfilm-formatted documents must be transferable to the document management system for disaster recovery purposes.
- The system shall have the ability to easily develop retention schedules and to purge records beyond their retention.
- The system must conform to all applicable Washington State requirements as described within additional requirements for records archiving.

Highly Desirable System Functions:

- Ability to e-mail documents, within security parameters.
- Ability to recognize/apply bar coding or an equivalent.
- Utilize ICR technology to store, index, and retrieve the scanned documents where applicable. The system will permit users to search records, within the body of the text, as well as the index.
- Ability to search intelligently, recognizing text variations, or using wildcards, Soundex, or 'fuzzy search' capabilities.
- Ability to develop and save frequently used searches.
- Display appropriate warnings regarding unauthorized access.
- Ability to recover the archive file index, in the event of a catastrophic failure.

Sample documents are included in Exhibits A through F.

5.2 ADDITIONAL REQUIREMENTS (According to Washington State Administrative Code):

Chapter 434-663 WAC IMAGING SYSTEMS, STANDARDS FOR ACCURACY AND DURABILITY

Last Update: 9/28/00

WAC SECTIONS

THE USE OF ELECTRONIC IMAGING SYSTEMS FOR MANAGING PUBLIC RECORDS

WAC 434-663-100 Legality. The purpose of this chapter is to establish standards and recommended practices for the creation, preservation, access to, and retention of public records on electronic imaging systems. Electronic imaging systems may legally be used for recording, producing, reproducing, maintaining, and storing public records if:

- (1) Those systems meet the standards set forth in this chapter;
- (2) The systems are used in accordance with this chapter; and
- (3) The retention and disposition of the original and copies of records maintained on those systems regardless of media are scheduled, maintained, and disposed of in accordance with chapter 40.14 RCW. Nothing in this chapter can be construed to limit the admissibility of any public record as evidence.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-100, filed 9/28/00, effective 10/29/00. Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-100, filed 2/1/94, effective 3/7/94.]

DEFINITIONS

WAC 434-663-200 Electronic document imaging system. An electronic document imaging system is a computer-based configuration of equipment and software that stores machine-readable document images and their associated character-coded index data for on-demand retrieval. Electronic images can be computer generated, or created through document scanning.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-200, filed 2/1/94, effective 3/7/94.]

WAC 434-663-210 Document scanning. A specially designed input workstation is required to convert documents or images to machine-readable form for computer processing and storage. At a minimum, the input workstation includes a document scanner, an image processor unit, a video display unit, keyboard, and access to storage. Using a solid-state array or other photo-sensitive components, the document scanner measures the amount of light associated with successively encountered PELs (Picture ELement) and transmits a corresponding electrical signal that is converted to computer compatible digital codes.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-210, filed 2/1/94, effective 3/7/94.]

WAC 434-663-220 Image. An image can be a document, picture, or graphic. An image can be produced by scanning paper or film documents, producing images through a computer program, receiving an image by means of a fax, or by other means.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-220, filed 2/1/94, effective 3/7/94.]

WAC 434-663-230 Enhancement. Any method including adjusting brightness and contrast, or algorithm employed with the objective of producing an accurate and legible copy.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-230, filed 2/1/94, effective 3/7/94.]

WAC 434-663-240 Archival records. Archival records are records that have permanent and/or historical value and are scheduled as archival. Long-term records are records having a retention period in excess of ten years. Permanent records are those records that are required by specific statute to be retained permanently.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-240, filed 2/1/94, effective 3/7/94.]

WAC 434-663-250 Open system. Open system is defined to be a system that implements sufficient public specifications for interfaces, services and supporting formats to enable applications software to be ported across a wide range of systems, to interoperate or interchange with other applications on local and remote systems, and to interact with users in a style that facilitates portability. Public specifications are maintained by open, public consensus process to accommodate new technology over time, and which are consistent with international standards.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-250, filed 2/1/94, effective 3/7/94.]

WAC 434-663-260 De facto standard. A de facto standard is a widely accepted industry standard without official recognition by a standards group.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-260, filed 2/1/94, effective 3/7/94.]

WAC 434-663-270 Record series. A group of records that are created, used, filed, and disposed of as a unit because they relate to a particular subject or function, result from the same activity, or document a specific kind of transaction.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-270, filed 9/28/00, effective 10/29/00.]

QUALITY OF DIGITAL IMAGES

WAC 434-663-300 Quality of digital images. Ensuring the quality of digitized images requires exercising control over the conversion of the original image to digital data, enhancement of the digital image if necessary, compression of the digital data for storage, decompression of digital data for retrieval, displaying the image, and printing the image.

[Statutory Authority: RCW 40.14.020(6). 00-2

63-300, filed 2/1/94, effective 3/7/94.]

WAC 434-663-305 Scanning density. Bitonal images of documents containing type fonts no smaller than six-point shall be scanned at a minimum density of 200 dots per inch (dpi). Bitonal images of documents containing type fonts smaller than six-point, engineering drawings, maps, and similar documents with fine detail or poor contrast, shall be scanned at a minimum density of 300 dots per inch. Until an ANSI or AIIM standard for color images using a lossless nonproprietary compression algorithm is established, it is recommended that color documents be scanned at a minimum density of 150 dots per inch (dpi) and use TIFF, Version 5, specifications. Scanner quality control procedures shall conform to ANSI/AIIM MS44-1988, Recommended Practice for Quality Control of Images Scanners.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-305, filed 9/28/00, effective 10/29/00.]

WAC 434-663-325 Compression and decompression of data. Electronic imaging systems for bitonal images shall use the Consultative Committee on International Telegraphy and Telephony (CCITT) Group 3 or Group 4 compression and decompression techniques without proprietary alterations to the algorithm. For the storage of electronic images of records for which the state or local records committee has approved a retention period of six years or less from the date of creation, a nonproprietary lossless compression algorithm may be used if a utility program or application software option is maintained to convert images to the TIFF Group 3 or Group 4 standard. For the compression and decompression of color images a lossless algorithm, such as TIFF, Group 5, is recommended.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-325, filed 9/28/00, effective 10/29/00.]

SYSTEM REQUIREMENTS

WAC 434-663-500 Open systems architecture. Ensuring the usability of digital images to serve the functions for which they were designed involves long-term commitment to an open systems architecture and an approach to component upgrading, data transfer, and migration path that guarantees the portability of current data to be used with future technologies.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-500, filed 2/1/94, effective 3/7/94.]

WAC 434-663-530 System documentation. Detailed technical documentation is needed to facilitate future system access. Minimum documentation must include:

- (1) A hardware systems administrator manual specifying hardware, cabling, and communications configurations;
- (2) Software applications documentation, including user manuals and design documentation;
- (3) Operational procedures for scanning, indexing and verifying images;
- (4) Current security and system change control procedures, including logs of those changes, indicating the date, identity of the person making the changes and the reason for the change; and
- (5) Written procedures for periodic back-ups, including schedules and the location of secure offsite storage for those back-ups.

Agencies will maintain one copy of current documentation on-site and one current copy in designated secure storage.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-530, filed 9/28/00, effective 10/29/00. Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-530, filed 2/1/94, effective 3/7/94.]

RETENTION, SCHEDULING, AND DISPOSITION OF RECORDS

WAC 434-663-600 Retention scheduling and disposition of public records. Conversion to an imaging system does not automatically authorize the destruction of the source documents for which images have been created. Destruction of, or changes to the retention period of, any public records due to conversion to or the use of a new media requires legal approval of the state or local records committee of the state of Washington under chapter 40.14 RCW, chapter 434-635 WAC, and other applicable state laws.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-600, filed 9/28/00, effective 10/29/00. Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-600, filed 2/1/94, effective 3/7/94.]

WAC 434-663-615 Records retention scheduling for records on imaging system. The required retention scheduling of public records to be created, maintained, accessed, distributed, or preserved by government entities on electronic imaging systems should be done prior to the creation or copying of images of those records. Retention schedules shall be based on the information content and function of the record series. Record series documenting electronic information system operation, and maintenance must also be included on the records retention schedule approved for the agency using the system. Electronic image media rendered obsolete through the verified accurate migration of its images to a more current media for readability may be considered a redundant version and disposed of as directed by chapter 40.14 RCW.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-615, filed 9/28/00, effective 10/29/00.]

WAC 434-663-630 Agency acquisition -- Department of information services approval. State agencies intending to utilize an imaging system for the storage or conversion of public records must include such plans in their biennial information technology plan submitted to the department of information services and comply with other requirements of DIS as may apply.

[Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-630, filed 2/1/94, effective 3/7/94.]

WAC 434-663-640 Disposition of records identified by records committee as archival. Public records that are designated "archival" or "potentially archival" by the state or local records committee may not be destroyed without committee approval, even where images of those records have been produced and stored on an electronic imaging system.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-640, filed 9/28/00, effective 10/29/00.]

PROVISION FOR CONTINUED ACCESS

WAC 434-663-700 Usability of image and index data over time. Maintaining access to and usability of electronic records requires the ability to process images and indexes both on the computer system on which they were created and on their replacement computer systems without loss of information for the full retention period approved for that record. Ensuring the readability of electronic records over time requires the maintenance of proper environmental conditions, periodic recopying, and strategies to preserve data by migration from one generation of technology to another through a commitment to open architecture.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, amended and recodified as § 434-663-700, filed 9/28/00, effective 10/29/00. Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-400, filed 2/1/94, effective 3/7/94.]

WAC 434-663-705 Recordkeeping capabilities. Electronic imaging systems must have the following security and retention features or capabilities:

- (1) Tracking information at the records series level.
- (2) Ability to properly eliminate or dispose of records that exceed their retention periods as established under RCW 40.14.050 through 40.14.070.
- (3) Record authentication functions as needed to meet legal, audit, and administrative requirements including automatic, computer-generated maintenance of the date and time of record creation or updating, the identity of the user or system that created or updated the record, and a system-enforced log of disposition actions.
- (4) Protection against unauthorized access to records by means of a password hierarchy or other system security.
- (5) Indexing capabilities that provide flexibility in associating a record series with multiple subject categories, that facilitate access and retrieval, and that provide links to related records or supporting documentation.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-705, filed 9/28/00, effective 10/29/00.]

WAC 434-663-710 Defining indexing requirements. The selection of indexing methods and terms should be based on an analysis of the retrieval requirements associated with a particular application, and must ensure efficient and accurate retrieval of images and information. The design and content of the

index should utilize standard attributes wherever available and take into account the security of the index and the retrieval requirements of both current and future users of the records including agency personnel, researchers, and the public.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, amended and recodified as § 434-663-710, filed 9/28/00, effective 10/29/00. Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-410, filed 2/1/94, effective 3/7/94.]

WAC 434-663-720 Preservation strategy. For an electronic image system containing public records with a retention period of ten years or longer or records containing archival information, one or more of the following preservation strategies must be employed:

- (1) Retain the original paper documents;
- (2) Microfilm the original documents;
- (3) Migrate optical media and magnetic media at least every ten years or sooner as is necessary to avoid technical obsolescence, loss of readability, and excessive read error rates; or
- (4) Record the electronic images on industry standard microfilm at the same density at which they were scanned.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, amended and recodified as § 434-663-720, filed 9/28/00, effective 10/29/00. Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-420, filed 2/1/94, effective 3/7/94.]

WAC 434-663-730 Header information on image files. An electronic imaging system containing public records with a retention period of ten years or longer or records containing archival information must use a nonproprietary file header format such as Tagged Image File Format (TIFF) or a header that complies with ANSI-AIIM MS53, File Format for Storage and Exchange of Images, or Bi-level File Format: Part 1.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-730, filed 9/28/00, effective 10/29/00.]

WAC 434-663-740 Security backup copies. Security backup copies must be made of electronic imaging system records stored on electronic media. The methods and frequency of backup should be determined by the amount of information that would be lost if data had to be restored using the previous backup. Since backup copies are also subject to media failure, it is recommended that redundant (multiple) backup copies be made and stored at different locations, with one copy stored off-site. In order to ensure accessibility of data, at least one redundant backup copy should be recorded in a nonproprietary format. Security backup copy media must be inspected for quality using de facto or industry standards on a regular schedule and replaced before predicted failure. If the primary backup copy of an operational imaging system is found to deviate from the primary production copy due to suspected corruption or read errors, the discrepancy must be located and both the production and backup copies must be corrected to contain accurate versions of the original images.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-740, filed 9/28/00, effective 10/29/00.]

WAC 434-663-750 Ensuring usability. At a minimum, the system must include an electronic error checking utility that will check the integrity of the data when written to the media.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, recodified as § 434-663-750, filed 9/28/00, effective 10/29/00. Statutory Authority: Chapter 40.14 RCW. 94-04-102, § 434-663-450, filed 2/1/94, effective 3/7/94.]

WAC 434-663-760 Environmental standards or best practices for storage of electronic media. Electronic media should be stored in a dust-free environment under the following environmental conditions:

- (1) Temperature ranges meeting standards or best practices recommended for the media stored;
- (2) A relative humidity range meeting standards or best practices recommended for the media stored:
- (3) Media should be stored in a closed container to protect from dust and fingerprints; and
- (4) Magnetic tape should be rewound in accordance with de facto or industry standards, or to best practices.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-760, filed 9/28/00, effective 10/29/00.]

WAC 434-663-770 Continued access to data. If access to data in an existing electronic imaging system cannot be maintained for the specified retention period of the records stored in that system, the images must be migrated, without loss to the images or indexes, at the time of acquisition or implementation of a new system. Access to electronic data which has not been migrated to a new system requires preserving the data, the storage medium in which the data is kept, and whatever hardware, operating system, and applications software is needed to view and use the data.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-770, filed 9/28/00, effective 10/29/00.]

WAC 434-663-780 Data conversion costs. The adoption of new electronic imaging systems may require significant expenditures for conversion of information maintained in existing electronic formats to the formats required by new imaging systems. System planning should include analysis of future information access, maintenance, data conversion, and security costs.

[Statutory Authority: RCW 40.14.020(6). 00-20-038, § 434-663-780, filed 9/28/00, effective 10/29/00.]

PART 6 – PROJECT MANAGEMENT

6.1 PROJECT PHASES

<u>Phase I, Project Planning (completed)</u> – Project team determines business needs, and evaluates solutions that can address those needs.

<u>Phase II, Project Development (completed)</u> – Project team identifies system requirements, by benchmarking products and functional specifications. The team evaluates needs vs. wants in order to clearly identify their expectations from a vendor. That information is translated, in the form of an RFP, to begin the selection process.

<u>Phase IIIa & IIIb, System Design</u> (May 2004 – December 2004) – The vendor is selected, contract negotiations begin, and the system architecture is developed.

<u>Phase IV, Product Integration</u> – (December 2004 – February 2005) The vendor and project team collaborate to purchase required hardware, install software, and test. The vendor will provide user training to Records Unit staff, and work with computer resources for cross-training.

<u>Phase V, Value Measurement</u> – (March 2005 and beyond) The team will evaluate the product, and determine whether any modifications are necessary.

6.2 PROJECT STRUCTURE

The project team is comprised of the following members:

- Project Sponsor (1)
- Project Manager (1)
- Project Owner (1)
- Project team members (6)
- Stakeholders (4)

The team is representative of different members of the King County Sheriff's Office, with the project manager acting in a facilitative role (rather than as a user/customer). The team members meet biweekly to discuss the project tasks, and apply resources to those tasks based on the skills and abilities of each team member.

The selected vendor will be expected to assign a project lead, with the expectation that this individual will remain with the project until it is completed unless otherwise negotiated with the County. The project lead will participate in the bi-weekly County team meetings, during the duration of the project (either in person, or via telephone conferencing).

PART 7 - PROPOSER'S QUALIFICATIONS & PROPOSAL EVALUATION CRITERIA

7.1 Evaluation Process and Criteria

The County will initially check the proposal to validate that all information required by this RFP is included. Absence of required information may be cause for rejection. Proposals that include all required information will then be evaluated in two phases. Point totals for both phases, as applicable, will carry forward throughout the process. Final award will be based on the total points accumulated by the highest ranked proposer in all phases of the evaluation.

1. Phase I: Written Proposals

Phase I evaluates the written proposals for performance requirements, technical merit, and life cycle costs. The criteria used to evaluate each proposal is as follows:

Phase I:	Value
1. Vendor Qualifications: Has demonstrated ability and skills required to provide the goods and services required. Takes into account vendor's recent performance on similar contracts, as well as their reputation, efficiency, responsiveness, experience and judgment. Identified team members meet project expectations.	25 points
2. Quality and Performance of System: Extent to which proposed system, including hardware and software, conforms to technical specifications and meets business needs. Also factors in ease of servicing and updating of equipment and software.	25 points
3. Additional System Capabilities: Assess additional system functions or capabilities beyond the specified requirements but still pertinent to the County's existing and future anticipated use of the system.	10 points
4. Costs: Assess the one-time purchase and ongoing life cycle costs (five year period) for all products and services proposed.	20 points
5. System Conversion and Training: Review proposed concept, schedule and deliverables for converting from the existing system to the new system, as well as for the training of users.	20 points
Totals	100 max

2. Phase II: Site Demonstration and Interview

Based on the results of the written evaluations, King County may select one or more finalists, at its discretion, for site demonstrations and interviews. Other vendors may be designated as "pending finalists" and may or may not be asked to proceed with this phase depending on the outcome of site demonstrations and interviews with the initially selected finalist(s).

The site demonstration will be tailored to prove that the proposed system successfully addresses the County's existing business applications, while also providing flexibility for future applications. The demonstration must focus on the ability of the proposed system to meet the County's business requirements in an easy and flexible manner for users. In the demonstrations and interviews, vendors must be prepared to show how individual features of the system work, as defined by the mandatory functional requirements.

King County desires the site demonstration to be in the Seattle metropolitan area. King County will be able to provide conference room facilities, for product demonstrations.

Phase II:	Value
System Demonstration: Quality of overall presentation. Factors in ability to meet existing business requirements. Reviews expansion capabilities. Highlights features, focused on relevance to business process, ease of use, and handling of "exceptions." Responses to questions.	25 points
Vendor Interview: Ability to explain how proposed system works. Level of understanding of King County's existing system and business processes. Responses to questions.	15 points
Total (i.e., total possible additional points if finalist)	40 points

7.2 RFP Format:

- 1. <u>Title Page</u>: Provide basic vendor information as shown on page 1 of this RFP.
- 2. <u>Management Summary (limit to three pages):</u> Describe why your proposal will best meet the needs of the County. In your summary, explain what sets your system apart from competitors. Highlight the features, methods and/or tools that make your system superior.
- 3. <u>Functional Requirements Table:</u> Complete the Functional Requirements Table in Attachment I to indicate how your system meets or exceeds each of the "mandatory" specifications and each of the "highly desirable" specifications. If your system does not meet or only partially addresses a specified mandatory requirement, please explain in detail on a separate sheet attached to the table.
- 4. Overview of System: Briefly describe your proposal for hardware and software, including any applicable work flow graphics or pictures. All bidders shall also submit a statement describing the physical characteristics of all equipment, as well as electrical, floor space and environmental requirements.
- 5. <u>System Conversion and Training Plan</u>: Describe your plan and schedule for converting or replacing existing software associated with the current business process, as well as your plan and schedule for training users.
- 6. <u>Costs</u>: Complete the Cost Proposal Sheet in Attachment II (based on the budget restrictions outlined in Part 8) and provide footnote statements explaining underlying cost assumptions and projections.
- 7. <u>Project Team and References</u>: Provide an organization chart of your project team for this RFP, and include a resume for your designated Project Lead and each additional team member who will be accountable for contract implementation. Also provide a list of at least 5 references where your company has successfully implemented similar projects. King County is especially

interested in contracting with a vendor and project team that has proven experience with public safety, and related documentation.

8. <u>Financial Information:</u> Provide a statement of the company's financial stability and strength and furnish documented support for your statement (e.g., audited annual financial report).

PART 8 – BUDGET AND TIMELINE

8.1 Project Budget

The vendor should recognize that the County will be assigning a maximum of 20 points for a cost-effective proposal. The following information should be used to complete the Cost Proposal Worksheet in Attachment I:

- It is estimated that 15 workstations will receive software and technical support. Vendors should identify the cost per user for the software, user license, and technical support. These costs should be itemized, in addition to identifying the 'total' cost for all users. If site licenses are available, they are preferable.
- The vendor will either procure or subcontract procurement scanner(s), capable of managing up to 52,000 documents annually, which includes a warranty for no less than five years on parts and service
- The vendor will either procure or subcontract procurement of server(s) capable of supporting the six-year retention of 175,000 documents annually.

8.2 Timeline (dates are tentative and subject to change):

Advertising of RFP Pre-Proposal Conference Deadline for RFP Submittals County Reviews Submittals	April 29, 2004 May 11, 2004 May 20, 2004 – 2 p.m. May 20 – May 27, 2004
Announcement of Finalist(s) Site Demonstrations and Interviews with Finalist(s) Vendor Selection and Contract Signed	May 28, 2004 June 3, 2004 Selection June 8, 2004 Contract by Sept 14, 2004
Vendor begins work Conversion Plan, Testing, Training, and Acceptance	By November 18, 2004 November 18, 2004 until March 15, 2005

Attachment I

Functional Requirements Table, to be completed by vendor

Mandatory System Functions:	
Feature	Meets standard
The system must be compatible with SQL Server and Microsoft Access - the infrastructure supporting IRIS, the King County Sheriff's Office investigative system- as well as other common Microsoft Office products.	
Notes:	
The system must manage both electronic and paper media.	
Notes:	
The system must be capable of indexing using multiple user- defined fields, with a return on record retrieval not to exceed two seconds.	
Notes:	
The system must utilize OCR (Optical Character Recognition) technology where applicable to store, index, and retrieve the scanned documents. The system must permit users to search records within the body of the text where applicable, as well as the index.	
Notes:	

The system must provide clearly defined system administrator rights.
Notes:
The system shall allow system administrator to define smart passwords, define user rights, and create user profiles.
Notes:
The system must meet King County standards for password
security, and employ the existing firewall.
Notes:
The system shall have the ability to re-scan documents without
disrupting the workflow.
Notes:
The system must allow images to be rearranged, augmented, or
corrected within security parameters.
Notes:

The system must permit authorized users to annotate, redact, stamp or otherwise modify images while maintaining the integrity of the original document.	
Notes:	
The system shall have the ability to enhance viewed images.	
Notes:	
The system must create an audit trail detailing history of a record, and user/viewer history including all attempts to access,	
alter, revise, delete, print or fax/email records. This requirement must also meet Washington State Imaging Standards.	
Notes:	
The system must be equipped with management tools, allowing	
administrators to track workload and productivity.	
Notes:	
The system must be expandable, and easily migrate with new computer systems/platforms – and such migration will be incor-	
porated within the maintenance agreement.	
Notes:	
The system shall have the ability to provide access for authorized users from remote locations, via the world-wide-	

web.	
Notes:	
For archiving purposes, documents must be stored in an unalterable, non-proprietary format that meets generally accepted archiving standards.	
Notes:	
The system must have the ability to export images in non-	
propriety formats.	
The system shall allow the off-site storage of secure backup	
copies.	
Notes:	
Documents must be easily transferable to microfiche and/or microfilm format, for archiving purposes. Alternatively, microfiche	
and/or microfilm-formatted documents must be transferable to	
the document management system for disaster recovery purposes.	
Notes:	
The system shall have the ability to easily develop retention schedules and to purge records beyond their retention.	

AL A	
Notes:	
The system must conform to all applicable Washington State	
requirements as described within additional requirements for	
records archiving.	
Notes:	
NOIGS.	
Highly Desirable System Functions:	
Feature	Meets standard
Ability to e-mail documents, within security parameters.	
Notes:	
Ability to recognize/apply bar coding or an equivalent.	
Notes:	
Utilize ICR technology to store, index, and retrieve the scanned	
documents where applicable. The system will permit users to	
search records, within the body of the text, as well as the index.	
search records, within the body of the text, as well as the index.	
Notes:	
Ability to search intelligently, recognizing text variations, or using wildcards, Soundex, or 'fuzzy search' capabilities.	

Notes:	
Ability to develop and save frequently used searches.	
Notes:	
Display appropriate warnings regarding unauthorized access.	
Notes:	
Ability to recover the archive file index, in the event of a	
catastrophic failure.	
Notes:	

Attachment II

Cost worksheet, to be completed by vendor. Please indicate any assumptions.

Total Estimated Costs - Annualized

Cost Items	Per Unit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Hardware Purchase Price	n/a		n/a	n/a	n/a	n/a	n/a
Software Purchase Price (15							
users)	n/a		n/a	n/a	n/a	n/a	n/a
Cost per user		n/a	n/a	n/a	n/a	n/a	n/a
Conversion and Training Plan							
Cost	n/a		n/a	n/a	n/a	n/a	n/a
*Hardware Support &							
Maintenance	n/a						
Software Support and							
Maintenance	n/a						
Software Upgrades	n/a						
Software Licensing Fees (15							
users)	n/a						
Cost per user license		n/a	n/a	n/a	n/a	n/a	n/a
TOTA	\L						

**Labor Costs – for change orders, or additional service outside the original work plan

Hourly Cost - Project Lead			
Hourly Cost - Project Assistant			
Hourly Cost - Technical Staff			

^{*} Please insure that five-year warranty periods are included in these figures

^{**}Based on an inflationary rate of 2% per year

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; <u>provided</u> however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and <u>provided further</u> that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

- 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
- 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
- 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain <u>times</u> is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 - 1. A Personnel Inventory Report on the form provided by the County.
 - 2. An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
 - 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency which refers workers or employees or provides or supervises training programs from whom the Contractor obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-contractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.

B. <u>Non-Discrimination</u>. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-contractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the Contractor nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Contractor shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-contractors and suppliers in this contract and in its overall public and private business activities for the same period. The Contractor shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract. Contractor shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. <u>Open Competitive Opportunities.</u> King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
 - 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
 - 2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 - 4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 - 5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - 6. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

- 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
- 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.

- 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. <u>Sanctions for Violations.</u> Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.
 - If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.
- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
 - If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.
 - If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.
- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are an employee of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
 - The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Contractor, its employees or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Contractor of work, services, materials and/or supplies by Contractor employees or other suppliers in connection with the performance of this Contract.
- B. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Contractor by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, con-

stitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Contractor shall furnish General Liability (Commercial General Liability, including Products and Completed Operations) in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, with the exceptions of sole proprietorships, evidence of Workers' Compensation and Stop-Gap Employer's Liability shall be \$1,000,000. Further, if automobile travel is required of the contract, the selected Contractor shall furnish Automobile Liability with a limit of \$1,000,000.

Such policy/policies shall endorse King County, and its appointed and elected officials and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

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PART 5: ASSIGNMENT/SUBCONTRACTING

A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.

B. "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

A. Domestic Partner Benefits (Non-Discrimination in Benefits):

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form (see last page of this document). The DPB Ordinance and Declaration Form are available online at www.metrokc.gov/finance/procurement/forms.asp.

B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of this Chapter shall be a material breach of contract.

- 1. The Contractor covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.
- 2. If the Contractor violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
- 3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: http://www.metrokc.gov/ethics/, and access 1) The Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by contractors requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Contractors able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor may notify the Contract Administrator, who may waive the recycled paper requirement. The Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance

- with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

SECTION VII – REQUIRED FORMS

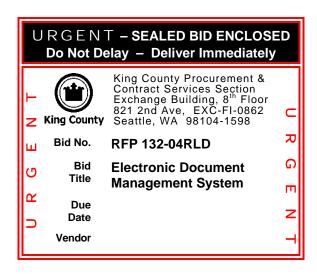
The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form (if applicable)
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII - BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Eight (8) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.



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Exhibit A

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Exhibit B

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Case #04-055298 S-Page 1 of 17

KING COUNTY SHERIFF'S OFFICE SUSPECT STATEMENT OF

CASE #04-055298

, King County Sheriff's Office serial DET This is Detective number 03131. Car number 195. Today's date is 2/25/2004 and the time is 1316 hours. King County case number is 04-055298. I'm currently with , are you aware this statement is being recorded? residence and first off, SUS Yes I am. DET Do I have your permission to record it? Yes. SUS And your last name is , is that correct? SUS Correct. DET Okay, is that common spelling ? SUS Correct. , is that your legal name? DET And is it SUS with a DET , and what's your middle name? SUS , is that common spelling DET SUS Right. When's your birthday? DET SUS DET And what's your address? ORIGINAL vms 02/25/04 Detective

Exhibit C

Original document created in word processing program. Document to be scanned into proposed document management system. Document to be manually indexed and located by index query or keyword search utilizing OCR.

Original size: 8 1/2 X 11

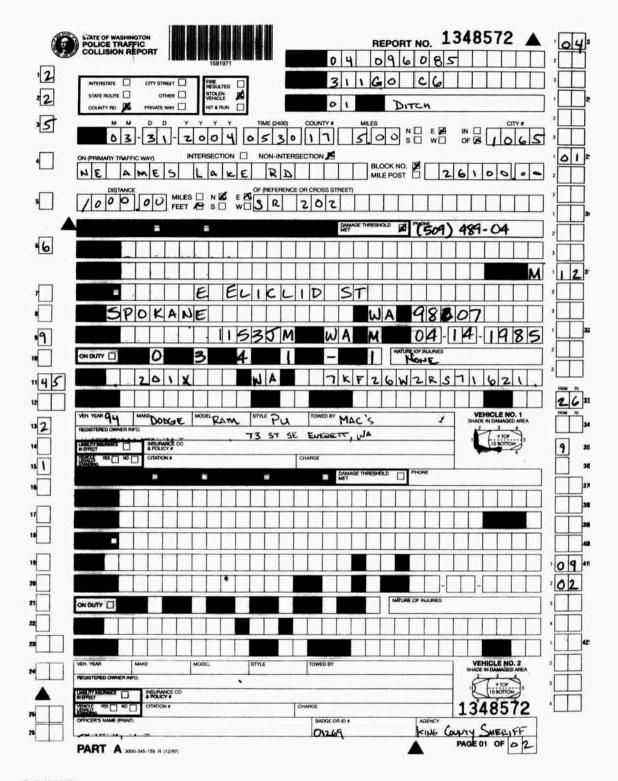


Exhibit D

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Exhibit F

Original document created by hand on lightweight non-carbon paper triplicate form. Original document to be scanned into proposed document management system, and document to be manually indexed. System to be able to recognize pre-printed citation number.

Original size: 5 3/4 X 9 1/4

Domestic Partner Benefits Declaration Form



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8th Floor
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at www.metrokc.gov/finance/procurement/forms.asp.

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all	that apply:							
	Makes benefits available on an eq employees with domestic partners		ees with spouses and its					
	Does not make benefits available to the spouses or the domestic partners of i employees.							
	Has no employees.							
	Registered under the City of Seatt CH.20.45).	tle's "Equal Benefits C	ompliance" Code (SMC					
Company	/ Name							
Street Ad	dress	City	/ State / Postal Code					
E-mail Ad	Idress	Phone	Fax					
Signature		Authorized Re	Authorized Representative / Title					